

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dominion Colour Corporation		04/06/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Virtus Group, LP		
Street Address:	1301 Fannin St, Suite 1700		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4445889	DCC	
Registration Number:	4445890	DCC	
Registration Number:	0837400	KROLOR	
Registration Number:	4348772	WORKING TOGETHER FOR QUALITY	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 728 8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Shoshana Schoenfeld c/o Willkie Farr & G		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	122951.00023 SS		
NAME OF SUBMITTER:	Shoshana Schoenfeld		
SIGNATURE:	/shoshanaschoenfeld/		
DATE SIGNED:	04/10/2018		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 6th day of April, 2018, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **VIRTUS GROUP, LP**, not in its individual capacity but solely in its capacity as administrative agent and collateral agent for each Secured Party (in such capacities, together with its successors and assigns in such capacities, “**Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 6, 2018 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; each capitalized term used but not defined herein having the meaning given to it in Article I of the Credit Agreement), by and among H.I.G. Colors, Inc., a Delaware corporation (“**Holdings**”), Dominion Colour Corporation, a corporation organized under the laws of the Province of Ontario (the “**Canadian Borrower**”), Lansco Holdings, Inc., a Delaware corporation (the “**U.S. Borrower**” and, together with the Canadian Borrower, each a “**Borrower**” and collectively the “**Borrowers**”), the Guarantors from time to time party thereto, the Lenders from time to time party thereto and Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain U.S. Security Agreement, dated as of April 6, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**U.S. Security Agreement**”); and

WHEREAS, pursuant to the U.S. Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the U.S. Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the U.S. Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of such Grantor’s

right, title and interest in and to the following (except to the extent any of the following constitutes Excluded Assets), whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all of its United States Trademarks, registrations and applications including those referred to on Schedule I; provided, however, that notwithstanding the foregoing, United States “intent-to-use” trademark applications shall be excluded from the definition of “Trademark Collateral” hereunder to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the USPTO of an amendment to allege use, pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use trademark application shall be included in the definition of “Trademark Collateral” hereunder;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark that is the subject of any such Trademark, registration or application; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any such Trademark, or (iii) right to receive license fees, royalties, and other compensation.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. U.S. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, f for the benefit of the Secured Parties, pursuant to the U.S. Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the U.S. Security Agreement, the U.S. Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors shall give Agent notice in writing of any additional trademarks registrations owned by any Grantor and granted after the date hereof pursuant to Section 7(g)(v) of the U.S. Security Agreement. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such future United States registered trademarks or applications thereof of each Grantor. Notwithstanding the

foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK U.S. SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE U.S. SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

8. RELEASE. Upon the consummation of any disposition of Trademark Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the Security Interest granted hereby in such Trademark Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting Collateral) and Agent shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, upon the Borrowers' request, Agent will promptly, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such Security Interests and will take any further actions necessary or desirable to evidence or effect such termination of the Security Interests as may be reasonably requested by Grantors to evidence such termination and release.


9. LIMITATION ON LIABILITY OF CANADIAN LOAN PARTIES. Notwithstanding any provision herein contained to the contrary, the obligations of the Canadian Loan Parties (if any) hereunder shall be subject in all respects to the terms of Section 10.18 of the Credit Agreement.

[signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

DOMINION COLOUR CORPORATION

By: 
Name: Caroline Kung
Title: Vice President and Secretary

LANSKO COLORS LLC

By: 
Name: Caroline Kung
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

VIRTUS GROUP, LP, not in its individual capacity but solely as Agent

By:  _____

Name: _____

Title:  _____

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Dominion Colour Corporation	United States of America	DCC	85-486236 / 4,445,889	December 2, 2011 / December 10, 2013
Dominion Colour Corporation	United States of America	DCC AND DESIGN 	85-486243 /4,445,890	December 2, 2011 / December 10, 2013
Dominion Colour Corporation	United States of America	KROLOR	72-269026 / 837400	April 13, 1967 / October 24, 1967
Dominion Colour Corporation	United States of America	WORKING TOGETHER FOR QUALITY	85-486251 / 4,348,772	December 2, 2011 / June 11, 2013
Dominion Colour Corporation	United States of America	ELJON	79009646 / 3083050	October 19, 2004 / April 18, 2006
Dominion Colour Corporation	United States of America	DYECOM	79-008801 / 3120898	October 19, 2004 / July 25, 2006
LANSKO Colors LLC (f/k/a/ Landers-Segal Color Co., Incorporated) DBA Lansco Colors Corporation	United States of America	LANSKO COLORS	85394398 / 4134607	August 10, 2011 / May 1, 2012
LANSKO Colors LLC (f/k/a/ Landers-Segal Color Co., Incorporated)	United States of America	LANSKO (Typed Drawing)	73451339 / 1311813	November 4, 1983 / January 1, 1985
LANSKO Colors LLC (f/k/a/ Landers-Segal Color Co., Incorporated) DBA Lansco Colors Corporation	United States of America	WE BRING A WORLD OF COLOR TO YOUR DOOR	78362542 / 3023017	February 4, 2004 / December 6, 2005
LANSKO Colors	United States of	WE BRING A	85393995 / 4134601	August 10, 2011 /

LLC (f/k/a/ Landers-Segal Color Co., Incorporated) DBA Lansco Colors Corporation	America	WORLD OF COLOR TO YOUR DOOR		May 1, 2012
LANSCO Colors LLC (f/k/a/ Landers-Segal Color Co., Incorporated)	United States of America	LANOX (Design)	86401534 / 5091691	September 22, 2014 / November 29, 2016